

EXHIBIT Q

Appendix 4-1

Sotheby's Standard Agreement



1334 YORK AVENUE NEW YORK NY 10021
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CONSIGNMENT AGREEMENT

Client Account Number:

Consignment:

Date:

Principal Auctioneer: Tobias Meyer
License No. 0958677

Thank you for consigning property to Sotheby's.

This agreement confirms your and our agreement under which the property listed on the attached Property Schedule ("Property") will be offered for sale at auction, subject to the following terms and our standard Conditions of Sale and Terms of Guarantee to be printed in the catalogue for the sale, by which you hereby agree to be bound.

1. **Selling Commission.** For this consignment of Property, you will pay us a selling commission on each lot as set forth below, except for those items of Property which have specific terms noted on the attached Property Schedule:

Hammer Price Per Lot

0 USD to 1,999 USD.....	20% of the hammer price
2,000 USD up to 7,499 USD.....	15% of the hammer price
7,500 USD or more.....	10% of the hammer price

Each item of Property is subject to a minimum commission of 100.00 USD for each sold lot. For any lot of Property which fails to sell at the auction, you will be charged a bought-in commission of 5% of the reserve, subject to a minimum handling charge of 0.00 USD on each unsold lot.

2. **Expenses.** You agree to bear the following expenses:

- (a) insurance premium of 1.50% of the Insurance Amount if the Property sells and 0.00% of the Insurance Amount if the Property does not sell for purchasing insurance which will insure you for loss or damage to the Property (please see paragraph 9 below), except for those items of Property which have specific terms noted on the attached Property Schedule;
- (b) our standard fees then in effect for catalogue illustration;
- (c) packing, shipping and customs duties to our premises;
- (d) any agreed-upon advertising;
- (e) the cost of any reproduction rights; and
- (f) other services, such as framing, restoration and gemological approval by you.

There will be a 20% service charge on the cost of any services performed by others and paid for by us for your account.

3. **Auction.** In connection with any auction, we will have absolute discretion as to (a) consulting any expert either before or after the sale, (b) researching the provenance of the Property either before or after the sale, (c) grouping the Property into lots and providing catalogue and other descriptions as we believe appropriate, (d) the date or dates of an auction, (e) the marketing and promotion of the sale and (f) the manner of conducting the sale.



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4. Buyer's Premium. You authorize us to charge the buyer and retain for our account a commission on each lot sold (the "buyer's premium"). The Conditions of Sale in the catalogue for the auction will state the rate at which the buyer's premium will be assessed against the buyer, and such rate will be a percentage of the hammer price of each lot sold. We reserve the right, without further notice to you, to pay out of our commissions a fee to any third party introducing property or clients to us.

5. Settlement. On the Settlement Date(s) (as defined below), we will mail to you the sale proceeds we collect and receive, after deducting our selling commission, buyer's premium and reimbursable expenses (the "net sale proceeds"), unless the purchaser has notified us of intention to rescind the sale (as provided in paragraph 11). We may also deduct and retain from the net sale proceeds any other amount you owe us or any of our affiliated entities, whether arising out of the sale of the Property or otherwise. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 1.5% per month on any amount due us or any of our affiliated entities and remaining unpaid for more than fifteen days after we notify you.

If all of the Property is sold in the same auction, the "Settlement Date" will be the date that is thirty-five days after the last session of the auction. If the Property is to be sold in more than one auction, then the "Settlement Dates" will be the dates that are thirty-five days after the last session of each auction.

We have no obligation to enforce payment by any purchaser. If a purchaser does not pay, and you and we do not agree on another course of action, we reserve the right to cancel the sale and return the Property to you.

Notwithstanding the preceding sentence, if we pay you all or part of the net sale proceeds for any lot of the Property and have not collected from the purchaser of such Property payment of the amount we paid to you, simultaneously with, and to the extent of, any such payment by us to you, you assign to us any and all rights you may have against such purchaser, whether at law, in equity or under the Conditions of Sale. You agree to execute any documents we may reasonably request evidencing this assignment, and you agree that all of your representations, warranties and indemnities set forth in this Agreement shall apply to us or the purchaser, as the case may be, with respect to such item. You authorize us, in our discretion, to impose on any purchaser and retain for our account a late charge if payment is not made in accordance with the Conditions of Sale.

6. Reserves. Unless a different reserve has been agreed upon by you and us and confirmed in writing before the auction, the reserve for each lot of the Property will be (a) the reserve specifically noted on the Property Schedule, or (b) if no reserve is noted on the Property Schedule, 60% of our latest announced or published low pre-sale estimate. However, we may sell any lot of the Property at a price below the reserve, provided that we pay you in accordance with paragraph 5 above the net amount which you would have been entitled to receive had such lot of the Property been sold at the reserve (that is, the reserve less our selling commission, reimbursable expenses and any amount you owe us or any of our affiliated entities). No reserve for a lot will exceed its low pre-sale estimate.

You agree not to bid on the Property. Although we shall be entitled to bid on your behalf up to the amount of the reserve, you shall not instruct or permit any other person to bid for the Property on your behalf. If, however, you violate your foregoing commitment and you or your agent become the successful bidder on the Property, you will pay us the selling commission as set forth in paragraph 1 and the buyer's premium on the hammer price, the Property may be sold without any reserve, and you will not be entitled to the benefit of any warranties under the Conditions of Sale or Terms of Guarantee.

In the event any lot is bought-in, we will make an announcement that such lot has been "passed", "returned to owner", "withdrawn" or "bought-in".

7. Sotheby's Arcade Auctions. If we deem it appropriate, we may, in our sole discretion, include in a Sotheby's Arcade Auction any Property with a low pre-sale estimate in our opinion of 5,000 USD or less. In such event, or if you and we agree to include any property in a Sotheby's Arcade Auction, we will offer the

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Property subject to the provisions of this Agreement and our Conditions of Sale for Sotheby's Arcade Auctions printed in the catalogue.

8. Representations and Warranties; Indemnity. You represent and warrant to us and each purchaser that you have the right to consign the Property for sale; that it is now, and through and including its sale will be kept, free of all liens, claims and encumbrances of others including, but not limited to, claims of governments or governmental agencies; that good title and right to possession will pass to the purchaser free of all liens, claims and encumbrances; that you have provided us with any information you have concerning the provenance of the Property; that you have no reason to believe that any lot of Property is not authentic or is counterfeit; that where the Property has been imported into the United States, the Property has been lawfully imported into the United States and has been lawfully and permanently exported as required by the laws of any country (including any laws or regulations applicable in the European Union) in which it was located; that required declarations upon the export and import of the Property have been properly made and any duties and taxes on the export and import of the Property have been paid; that you have paid or will pay any and all taxes and/or duties that may be due on the net sale proceeds of the Property and you have notified us in writing of any and all taxes and/or duties that are payable by us on your behalf in any country other than the United States; and that there are no restrictions on our right to reproduce photographs of it. We retain the exclusive copyright to all catalogue and other illustrations and descriptions of the Property created by us.

You agree to indemnify and hold us and each purchaser harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorneys' fees) relating to the breach or alleged breach of any of your agreements, representations or warranties in this Agreement.

Your representations, warranties and indemnity will survive completion of the transactions contemplated by this Agreement.

9. Insurance for loss or Damage. Unless, at the time you deliver the Property to us, you provide us with a certificate of insurance with a waiver of subrogation each in form acceptable to us, by executing this Agreement, you authorize us to purchase insurance to cover the risk of loss or damage to the Property from the time of our receipt of such Property until it ceases to be in our custody or control, in the amount set forth in the paragraph below, Insurance Amount. Such insurance will be arranged by us and you authorize and instruct us, whether or not the Property is sold, to pay insurance premiums on your behalf. The insurer's and our combined liability to you resulting from loss or damage to any lot of Property shall not exceed the Insurance Amount of such Property.

Insurance Amount. The amount of the insurance we are purchasing on your behalf and to which you agree is: (a) for Property which has been sold, the hammer price (excluding buyer's premium), (b) for Property which has failed to sell at the auction, the reserve, or (c) for Property not yet offered for sale, the mean of our latest pre-sale estimates. In the event of a total loss (Property which has been lost, or Property which has been damaged and has depreciated in value, in the insurer's opinion, by more than 50%), the insurer will pay you the foregoing amount, less in any case the selling commission and expenses payable by you under this Agreement, and the Property will belong to the insurer.

In the event of a partial loss (Property which has been partially damaged or lost and has depreciated in value, in the insurer's opinion, by less than 50%), the insurer, in its sole discretion, will either (i) pay you the amount of depreciation and such Property will be offered for sale or returned to you or (ii) pay you the "Insurance Amount" for the Property as set forth in the preceding sentence, and the Property will belong to the insurer. Neither the insurer nor we will be liable for damage to frames or glass covering prints, paintings or other works, or for damage occurring in the course of any process undertaken by independent contractors employed with your consent (including restoration, framing or cleaning), or for damage caused by changes in humidity or temperature, inherent conditions or defects, normal wear and tear, war, acts of terrorism, nuclear fission or



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radioactive contamination.

10. Withdrawal. You may not withdraw any Property from sale after the date on which we issue a receipt or you sign this Agreement, whichever is earlier. Regardless of whether we have previously issued a receipt, published a catalogue including the Property or advertised its sale, we may withdraw any Property at any time before sale if in our sole judgment (a) there is doubt as to its authenticity or attribution, (b) there is doubt as to the accuracy of any of your representations or warranties, or (c) you have breached any provision of this Agreement. If we withdraw any Property under (b) or (c) of this paragraph 10, you must within ten days of our notice to you of withdrawal pay us a withdrawal fee equal to 20% of the mean of our latest pre-sale estimates for the withdrawn Property, as well as all out-of-pocket expenses incurred by us up to and including the date of withdrawal (the "Withdrawal Fee"). If any Property is withdrawn by you in breach of this Agreement, you will pay us a Withdrawal Fee as well as any special, incidental or consequential damages incurred as a result of your breach, notwithstanding anything to the contrary in this Agreement. If any Property is withdrawn under (a) above, you will not be charged a Withdrawal Fee and, subject to any liens or claims to the Property, such Property will be returned to you at your expense.

11. Rescission. You authorize us to rescind the sale of any Property in accordance with the Conditions of Sale and Terms of Guarantee, or if we learn that the Property is inaccurately described in the catalogue, or if we learn that the Property is a counterfeit (a modern forgery intended to deceive), or if we determine in our sole judgment that the offering for sale of any lot of Property has subjected or may subject us and/or you to any liability, including liability under the warranty of title or warranty of authenticity included in the Terms of Guarantee. If we receive from a purchaser notice of intention to rescind and we determine that a lot of the Property is subject to rescission under the Terms of Guarantee or as otherwise set forth above, we will credit the purchaser with the purchase price, you will return to us on ten days' notice to you any sale proceeds for such Property paid by us to you or to a third party as directed by you, and we will return the Property to you upon your reimbursing us for expenses incurred in connection with the rescinded sale, and paying us any other amounts you owe us or any of our affiliated entities.

12. Private Sales. If any lot fails to reach its reserve and is bought-in for your account, you authorize us, as your exclusive agent, for a period of 60 days following the auction, to sell the lot privately for a price that will result in a payment to you of not less than the net amount (after our selling commission and expenses) to which you would have been entitled had the lot been sold at a price equal to the agreed reserve. In such event, your obligations to us hereunder with respect to such lot are the same as if it had been sold at auction.

13. Treatment of Unsold Property. If any Property remains unsold for any reason after the auction, we will notify you. If such Property has not been sold privately pursuant to paragraph 12, and if it is not reconsigned to us for sale on mutually agreed-upon terms or picked up within 60 days after such notification, we may (a) return it to you at your expense, (b) sell it at public auction without reserve at a place and date determined by us or (c) transfer it to a third-party warehouse. The proceeds of any sale pursuant to (b) above will be applied to any amount you owe us or any of our affiliated entities, including, but not limited to, our commissions and expenses, and any excess will be remitted to you. In the event of the transfer of any unsold Property to a third-party warehouse, you shall bear all cost and risk thereof and shall be liable to such warehouse for the payment of all storage and insurance charges at such warehouse's standard rates.

You shall not be entitled to reclaim any unsold Property until all commissions, expenses and other amounts owed to us or any of our affiliates have been paid in full. Unless and until we reoffer and sell such Property or return it to you, we will hold it without charge for a period of 30 days after the auction in which it is offered but not sold. Thereafter, a handling charge of 1 % per month of the mean of our pre-sale estimates will be payable by you to cover our costs of handling.



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14. Estimates; Catalogue Descriptions. Pre-sale estimates, if any, are intended as guides for prospective bidders. We make no representations or warranties of the anticipated selling price of any Property and no estimate anywhere by us of the selling price of any Property may be relied upon as a prediction of the actual selling price. Estimates included in receipts, catalogues or elsewhere are preliminary only and are subject to revision by us from time to time in our sole discretion.

We will not be liable for any errors or omissions with respect to the auction or in the catalogue or other descriptions of the Property and make no guarantees, representations or warranties whatsoever to you with respect to the Property, its authenticity, attribution, legal title, condition, value or otherwise.

15. Use of Name. We may use your name as owner of the Property as set forth on the first page of this Agreement or we may designate the Property as indicated below (please initial the box next to it), when we offer the Property for sale, advertise or otherwise promote the sale, both before or after the auction. If you do not want us to use your name or otherwise designate the Property, please initial the box below.

You may designate the Property as follows: []

The Property of Libby Alexander

You may not use my name: []

16. Legal Status. If you are acting as a fiduciary in executing this Agreement and in the transactions contemplated hereunder, please initial "Fiduciary" and sign and return to us our standard "Fiduciary Agreement".

Fiduciary []

If you are acting as an agent for someone who is not signing this Agreement, you and your principal jointly and severally assume your obligations and liabilities hereunder to the same extent as if you were acting as principal.

17. Reconsignment. We may, at our discretion, reconsign any lot of Property so that it shall be offered for sale at public auction by one of our affiliates, unless you object in writing within ten days of the date of our notice of reconsignment. Any reconsigned lot shall be offered for sale pursuant to the terms of this Agreement, and subject to the Conditions of Business and the Authenticity Guarantee, if any, applicable to the auction where offered. If there is a conflict between the applicable Conditions of Business and the Authenticity Guarantee and the terms of this Agreement, the terms of this Agreement shall control. With respect to any such reconsigned lot, the terms "Conditions of Sale" and "Terms of Guarantee" referred to in this Agreement shall mean the Conditions of Business and the Authenticity Guarantee, if any, applicable to such auction. Any net sale proceeds of the Property in such sale shall be remitted to you in the currency in which the auction is conducted, and all local taxes shall apply.

18. Amendment. Neither you nor we may amend, supplement or waive any provision of this Agreement other than by means of a writing signed by both parties except that if at any time we propose by written notice to amend or supplement any provision of this Agreement, or provide additional terms or conditions as to your future consignments, you will be deemed to have agreed thereto with respect to any property received by us at any time after such notice, unless you advise us in writing to the contrary before such property is received by us.

19. Privacy. Sotheby's Holdings, Inc., its subsidiaries and affiliates ("Sotheby's Group") will record any information that you supply to us or that we obtain about you in its data systems shared within Sotheby's Group. Your information will be kept confidential within Sotheby's Group. From time to time Sotheby's Group may send you information about its sales and events, or about products and services of other organizations



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with which it has a relationship.

20. Miscellaneous. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, except in the case of a reconsignment pursuant to paragraph 17, in which event the Agreement shall be construed and enforced in accordance with the laws of the state or country in which the Property is offered for sale. In the event of a dispute hereunder, you agree to submit to the exclusive jurisdiction of the state courts of and the federal courts sitting in the State of New York and to the exclusive jurisdiction of the courts of the state or country in which the Property is offered for sale. This Agreement shall be binding upon your heirs, executors, beneficiaries, successors and assigns, but you may not assign this Agreement without our prior written consent. Neither party shall be liable to the other for any special, consequential or incidental damages. This Agreement, including the Schedules hereto, and the Conditions of Sale and any Terms of Guarantee, constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous written, oral or implied understandings, representations and agreements of the parties relating to the subject matter of this Agreement. As used in this Agreement, "we" "us" and "ours" mean Sotheby's, Inc. and any affiliated company offering Property for sale under this Agreement, and "you" and "your" mean the individual, corporation or other entity listed above (jointly and severally if there is more than one listed above). You agree that you will not disclose the terms of this Agreement to any third-party without our prior written consent, except to attorneys and accountants on a need-to-know basis, or as a result of valid legal process compelling the disclosure, provided you first give us prompt written notice of such service of process and allow us, if we deem it appropriate, to obtain a protective order. Any notices given hereunder to you or us shall be in writing to the respective address indicated on the first page of this Agreement (or to such other address as you or we may notify the other in writing) and shall be deemed to have been given five calendar days after mailing to such address or within one business day of delivery by hand or telecopier. You agree to provide us, upon our request, verification of identity in an appropriate form. The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Please confirm your agreement with the foregoing by dating, signing and returning to us the duplicate copy of this Agreement.

Consignor
Accepted and agreed:

Sotheby's, Inc.

By: _____



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Property Schedule

Client Account Number:
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Item ID	Description	Low estimate	High estimate	Reserve
32PGQ	Lama, Gilt Copper, Tibet Department: Indian/S.E. Asian	4,000.00 USD	8,000.00 USD	0.00
32PGR	Bust of Buddha Gray Schist Gandhara Department: Indian/S.E. Asian	80,000.00 USD	120,000.00 USD	0.00
32PGS	Molded Yuezhou Conical Bowl Department: Chinese Works Of Art Selling commission Hammer Price Per Lot for this item only: 0 USD to 10,000 USD.....5.00% of the hammer price 10,001 USD or more.....2.00% of the hammer price Insurance Premium You agree to bear the following expenses: for this item only: Insurance premium of 0.00% of the insurance amount if the property sells and 0.00% of the insurance amount if the property does not sell for purchasing insurance which will insure you for loss or damage to the Property (please see paragraph 9 in your Consignment agreement).	12,000.00 USD	15,000.00 USD	0.00

CONSIGNOR COPY

This Property Schedule is subject to the terms of your Consignment Agreement.

Appendix 4-3

Sotheby's Warranty and Disclosure in Its Auction Catalogs

CONDITIONS OF SALE

The following Conditions of Sale and Terms of Guarantee are Sotheby's, Inc. and the Consignor's entire agreement with the purchaser relative to the property listed in this catalogue.

The Conditions of Sale, Terms of Guarantee, the glossary, if any, and all other contents of this catalogue are subject to amendment by us by the posting of notices or by oral announcements made during the sale. The property will be offered by us as agent for the Consignor, unless the catalogue indicates otherwise.

By participating in any sale, you acknowledge that you are bound by these terms and conditions.

AS IS

1. Goods auctioned are often of some age. The authenticity of the Authorship of property listed in the catalogue is guaranteed as stated in the Terms of Guarantee and except for the Limited Warranty contained therein, all property is sold "AS IS" without any representations or warranties by us or the Consignor as to merchantability, fitness for a particular purpose, the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature or historical relevance of any property and no statement anywhere, whether oral or written, whether made in the catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation or assumption of liability. We and the Consignor make no representations and

warranties, express or implied, as to whether the purchaser acquires any copyrights, including but not limited to, any reproduction rights in any property. We and the Consignor are not responsible for errors and omissions in the catalogue, glossary, or any supplemental material.

INSPECTION

2. Prospective bidders should inspect the property before bidding to determine its condition, size, and whether or not it has been repaired or restored.

BUYER'S PREMIUM

3. A buyer's premium will be added to the successful bid price and is payable by the purchaser as part of the total purchase price. The buyer's premium is 20% of the successful bid price up to and including \$200,000; and 12% on any amount in excess of \$200,000.

WITHDRAWAL

4. We reserve the right to withdraw any property before the sale and shall have no liability whatsoever for such withdrawal.

PER LOT

5. Unless otherwise announced by the auctioneer, all bids are per lot as numbered in the catalogue.

BIDDING

6. We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser. In the event of any dispute between bidders, or in the event of doubt on our part as to the validity of any bid, the auctioneer will have the final discretion to determine the successful bidder, cancel the sale, or to reoffer and resell the article in dispute. If any dispute arises after the sale, our sale record is conclusive. Although in our discretion we will execute order or absentee bids or accept telephone bids as a convenience to clients who are not present at auctions, we are not responsible for any errors or omissions in connection therewith.

BIDS BELOW RESERVE

7. If the auctioneer decides that any opening bid is below the reserve of the article offered, he may reject the same and withdraw the article from sale, and if, having acknowledged an opening bid, he decides that any advance thereafter is insufficient, he may reject the advance.

PURCHASER'S RESPONSIBILITY

8. Subject to fulfillment of all of the conditions set forth herein, on the fall of the auctioneer's hammer, title to the offered lot will pass to the highest bidder acknowledged by the auctioneer, and such bidder thereupon (a) assumes full risk and responsibility therefore (including, without limitation, liability for or damage to frames or glass covering prints, paintings or other works), and (b) will immediately pay the full purchase price or such part as we may require. In addition to other remedies available to us by law, we reserve the right to impose from the date of sale a late charge of 1½% per month of the total purchase price if payment is not made in accordance with the conditions set forth herein. All property must be removed from our premises by the purchaser at his expense not later than 10 business days following its sale and, if it is not so removed, (i) a handling charge of 1% of the total purchase price per month from the tenth day after the sale until its removal will be payable to us by the purchaser, with a minimum of 5% of the total purchase price for any property not so removed within 60 days after the sale, and (ii) we may send the purchased property to a public warehouse for the account, at the risk and expense of the purchaser.

If any applicable conditions herein are not complied with by the purchaser, the purchaser will be in default and in addition to any and all other remedies available to us and the Consignor by law, including, without limitation, the right to hold the purchaser liable for the total purchase price, including all fees, charges and expenses more fully set forth herein, we, at our option, may (x) cancel the sale of that, or any other lot or lots sold to the defaulting purchaser at the same or any other auction, retaining as liquidated damages all payments made by the purchaser, or (y) resell the purchased property, whether at public auction or by private sale, or (z) effect any combination thereof. In any case, the purchaser will be liable for any deficiency, any and all costs, handling charges, late charges, expenses of both sales, our commissions on both sales at our regular rates, legal fees and expenses, collection fees and incidental damages. We may, in our sole discretion, apply any proceeds of sale then due or thereafter becoming due to the purchaser from us or any affiliated company, or any payment made by the purchaser to us or any affiliated company, whether or not intended to reduce the purchaser's obligations with respect to the unpaid lot or lots, to the deficiency and any other amounts due to us or any affiliated companies. In addi-

tion, a defaulting purchaser will be deemed to have granted and assigned to us and our affiliated companies, a continuing security interest of first priority in any property or money of or owing to such purchaser in our possession or in the possession of any of our affiliated companies, and we may retain and apply such property or money as collateral security for the obligations due to us or to any affiliated company of ours. We shall have all of the rights accorded a secured party under the New York Uniform Commercial Code. Payment will not be deemed to have been made in full until we have collected good funds. In the event the purchaser fails to pay any or all of the total purchase price for any lot and Sotheby's nonetheless elects to pay the Consignor any portion of the sale proceeds, the purchaser acknowledges that Sotheby's shall have all of the rights of the Consignor to pursue the purchaser for any amounts paid to the Consignor, whether at law, in equity, or under these Conditions of Sale.

RESERVE

9. All lots in this catalogue are offered subject to a reserve, which is the confidential minimum price acceptable to the Consignor. No reserve will exceed the low presale estimate stated in the catalogue, or as amended by oral or posted notices. We may implement such reserve by opening the bidding on behalf of the Consignor and may bid up to the amount of the reserve, by placing successive or consecutive bids for a lot, or bids in response to other bidders. In instances where we have an interest in the lot other than our commission, we may bid up to the reserve to protect such interest. In certain instances, the Consignor may pay us less than the standard commission rate where a lot is "bought-in" to protect its reserve.

TAX

10. Unless exempted by law, the purchaser will be required to pay the combined New York State and local sales tax, any applicable compensating use tax of another state, and if applicable, any federal luxury or other tax, on the total purchase price. The rate of such combined tax is 8.625% in New York City and ranges from 4.25% to 8.75% elsewhere in New York.

GOVERNING LAW AND JURISDICTION

11. These Conditions of Sale and Terms of Guarantee, as well as the purchaser's and our respective rights and obligations hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of New York. By bidding at an auction, whether present in person or by agent, order bid, telephone or other means, the purchaser shall be deemed to have consent-

ed to the jurisdiction of the state courts of, and the federal courts sitting in, the State of New York.

PACKING AND SHIPPING

12. We are not responsible for the acts or omissions in our packing or shipping of purchased lots or of other carriers or packers of purchased lots, whether or not recommended by us. Packing and handling of purchased lots is at the entire risk of the purchaser. If we obtain on behalf of the purchaser an export license for an item containing an endangered species, there will be a charge of \$150 for each license obtained.

LIMITATION OF LIABILITY

13. In no event will our liability to a purchaser exceed the purchase price actually paid.

DATA PROTECTION

14. Sotheby's will use information provided by its clients or which Sotheby's otherwise obtains relating to its clients for the provision of auction and other art-related services, real estate and insurance services, client administration, marketing and otherwise to manage and operate its business, or as required by law.

Some gathering of information about Sotheby's clients will take place using technical means to identify their preferences and provide a higher quality of service to them, and Sotheby's may gather information about its clients through video images or through the use of monitoring devices used to record telephone conversations.

Sotheby's will generally seek clients' express consent before gathering any sensitive data, unless otherwise permitted by law. Clients agree that Sotheby's may use any sensitive information that they supply to Sotheby's.

By agreeing to these Conditions of Sale, clients agree to the processing of their personal information and also to the disclosure and transfer of such information to any Sotheby's Company and to third parties anywhere in the world for the above purposes, including to countries which may not offer equivalent protection of personal information to that offered in the US. Clients can prevent the use of their personal information for marketing purposes at any time by notifying Sotheby's.

TERMS OF GUARANTEE

Sotheby's warrants the authenticity of Authorship of each lot contained in this catalogue on the terms and conditions set forth below.

DEFINITION OF AUTHORSHIP

1. "Authorship" is defined as the creator, period, culture, source of origin, as the case may be, as set forth in the CAPITALIZED HEADING (e.g., A PIERRE CHAREAU EBONIZED FRUITWOOD TABLE, CIRCA 1925) of a lot in this catalogue, as amended by any oral or written salesroom notices or announcements. If there is a "Glossary" of terms in this catalogue, please note that any such heading represents a qualified statement or opinion and is not subject to these Terms of Guarantee.

Sotheby's makes no warranties whatsoever, whether express or implied, with respect to any material in the catalogue, other than that appearing in CAPITALIZED HEADING and subject to the exclusions in 5 and 6 below.

GUARANTEE COVERAGE

2. Subject to the exclusions in 5 and 6 below, Sotheby's warrants the Authorship (as defined above) of a lot for a period of five years from the date of sale of such lot and only to the original purchaser of record at the auction. If it is determined to Sotheby's satisfaction that the CAPITALIZED HEADING is incorrect, the sale will be rescinded as set forth in 3 and 4 below, provided the lot is returned to Sotheby's at the original selling location in the same condition in which it was at the time of sale. It is Sotheby's general policy, and Sotheby's shall have the right to have the purchaser obtain, at the purchaser's expense, the opinion of two recognized experts in the field, mutually acceptable to Sotheby's and the purchaser, before Sotheby's determines whether to rescind a sale under the above warranty. If the purchaser requests, Sotheby's will provide the purchaser with the names of experts acceptable to it.

NON-ASSIGNABILITY

3. The benefits of this warranty are not assignable and shall be applicable only to the original purchaser of record and not to any subsequent owners (including, without limitation, heirs, successors, beneficiaries or assigns) who have, or may acquire, an interest in any purchased property.

SOLE REMEDY

4. It is specifically understood and agreed that the rescission of a sale and the refund of the original purchase price paid (the successful bid price, plus the buyer's premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law, or in equity. Sotheby's and the Consignor shall not be liable for any incidental or consequential damages incurred or claimed.

EXCLUSIONS

5. This warranty does not apply to: (i) Authorship of any paintings, drawings or sculpture created prior to 1870, unless the lot is determined to be a counterfeit (a modern forgery intended to deceive) which has a value at the date of the claim for rescission which is materially less than the purchase price paid for the lot; or (ii) any catalogue description where it was specifically mentioned that there is a conflict of specialist opinion on the Authorship of a lot; or (iii) Authorship which on the date of sale was in accordance with the then generally accepted opinion of scholars and specialists; or (iv) the identification of periods or dates of execution which may be proven inaccurate by means of scientific processes not generally accepted for use until after publication of the catalogue, or which were unreasonably expensive or impractical to use.

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